
In Re:

Case No. 04-44089

Vicki J Cox

Debtor(s)

Chapter 7 Case

NOTICE OF HEARING AND MOTION FOR RELIEF FROM THE STAY

TO: Debtor(s) and other entities specified in Local Rule 9013-3.

1. Ford Motor Credit Company moves the Court for the relief requested below and gives notice of hearing.
2. The Court will hold a hearing on this motion on October 28, 2004 at 2:00 PM o'clock, in Courtroom No. 8 West, at the United States Courthouse, 300 South Fourth St, Minneapolis, MN.
3. Any response to this motion must be filed and delivered not later than October 25, 2004, which is three days before the time set for the hearing (excluding Saturdays, Sundays, and holidays), or filed and served by mail not later than October 19, 2004, which is seven days before the time set for the hearing (excluding Saturdays, Sundays and holidays). UNLESS A RESPONSE OPPOSING THE MOTION IS TIMELY FILED, THE COURT MAY GRANT THE MOTION WITHOUT A HEARING.
4. This Court has jurisdiction over this motion pursuant to 28 U.S.C. §§157 and 1334, Fed. R. Bankr. P. 5005 and Local Rule 1070-1. This proceeding is a core proceeding. The petition commencing this case was filed July 23, 2004. The case is now pending in this court.
5. This motion arises under 11 U.S.C. §362(d) and Fed. R. Bankr. P. 4001. This motion is filed under Fed. R. Bankr. P. 9014 and Local Rules 9006-1, 9013-1 through 9013-3, and 9017-1. Movant seeks relief from the automatic stay in §362(a) to foreclose its lien against the 2000 FORD RANGER SUPERCAB 4WD vehicle (the collateral), and requests the court permit Movant to immediately enforce the order requested, lifting the 10 day stay imposed by Rule

4001(a)(3).

6. Movant requests relief from the stay for cause under §362(d)(1). Debtor is delinquent under the terms of the original contract with Movant. Movant requests relief under §362(d)(2). The Debtor has no equity in the collateral, and the collateral is not necessary to an effective reorganization.
7. Movant gives notice that it may, if necessary, call Chester Marzec, or some other representative of Movant, from Movant's offices in Minnesota, to testify regarding the debt and collateral value.
8. This notice of motion and motion also serve as notice of default required by Cobb v. Midwest Recovery Bureau Co., 295 N.W.2d 232 (Minn.1980). If the default is not cured before the hearing, Movant will repossess the collateral promptly upon the Court signing the Order.
9. A separate Memorandum of Fact and Law is attached hereto and made a part hereof.

WHEREFORE, Ford Motor Credit Company moves the Court for an order modifying the automatic stay of §362(a) of the Bankruptcy Code to permit Movant to take possession and dispose of the collateral, and such other relief as may be just and equitable.

Dated: October 1, 2004

STEWART, ZLIMEN & JUNGERS, LTD.

/e/ Linda Jeanne Jungers

Linda Jeanne Jungers, Atty ID #5303X

Attorneys for Movant

430 Oak Grove Street #200

Minneapolis, MN 55403

612-870-4100

This is a communication from a debt collector attempting to collect a debt. Any information obtained will be used for that purpose.

MINNESOTA DEPARTMENT OF PUBLIC
DRIVER & VEHICLE SERVICES DIVISION
445 MINNESOTA ST., ST. PAUL, MN 55101

CONFIRMATION OF LIEN PERFECTION - DELIVERY

COX VICKI JEAN
318 3RD ST BOX 161
MILAN MN 56262

Permit No. 171
St. Paul, MN

*

ERT733

1ST SECURED PARTY

LIEN HOLDER

Year 00	Make FORD	Model PSRNG	Title NR. F2740P309
VIN 1FTZR15V0YPC05702		Security Date 08/13/02	Rebuilt NO

RETAIN THIS DOCUMENT - See reverse
side of this form for removing this lien.

FORD MOTOR CREDIT CO C/O ASG
PO BOX 105704
ATLANTA GA 30348-5704

EXHIBIT A

Buyer (and Co-Buyer) Name and Address (Including County and Zip Code)

Vicki Cox
PO Box 161
Milan, MN 56262

CREDITOR (Seller Name and Address)

Parkview Ford-Mercury, Inc.
2207 East Highway
Montevideo, MN 56265

You, the Buyer and Co-Buyer, if any, may buy the vehicle described below for cash or on credit. The cash price is shown below as "Cash Price." The credit price is shown below as "Total Sale Price." By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract.

New/Used	Year and Make	Model	GVW if Truck (lbs.)	Vehicle Identification Number	Use For Which Purchased
USED	2000 Ford	RANGER S		1FTZR15V0YPC05702	<input type="checkbox"/> Personal <input type="checkbox"/> Agricultural <input type="checkbox"/> Commercial

Trade-In _____ Year and Make _____ \$ _____ Gross Allowance _____ Amount Owning _____

ITEMIZATION OF AMOUNT FINANCED

- Cash Price \$ 13635.00
- Down Payment
Manufacturer's Rebate Assigned to Creditor \$ N/A
Cash Down Payment \$ 350.00
Trade-in (description above) \$ 0.00
Total Down Payment \$ 350.00
- Unpaid Balance of Cash Price (1 minus 2) \$ 13285.00
- Amounts Paid On Your Behalf (Seller may be retaining a portion of these amounts)
To Public Officials
(i) for license, title & registration fees \$ 13.50
(ii) for filing fees \$ 7.00
(iii) for taxes (not in Cash Price) \$ 886.34
To Insurance Companies for:
Credit Life Insurance \$ N/A
Credit Disability Insurance \$ N/A
To _____ for _____ \$ N/A
To Parkview Ford for Document Fee \$ 25.00
To _____ for _____ \$ N/A
Total N/A for N/A \$ 931.00
- Amount Financed (3 plus 4) \$ 14217.00

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate	The dollar amount the credit will cost you	The amount of credit provided to you or on your behalf	The amount you will have paid when you have made all scheduled payments	The total cost of your purchase on credit, including your downpayment
14.500	\$ 5853.35	14217.00	\$ 20071.35	\$ 20421.20

Payment Schedule	Number of payments	Amount of Each payment	When Payments are due
Your payment schedule will be:	59	\$ 334.52	monthly starting 09-12-2002
	1 final	\$ 334.52	

Prepayment: If you pay off your debt early, you will not have to pay a penalty.

Security Interest: You are giving a security interest in the vehicle being purchased.

Contract: Please see this contract for additional information on security interest, nonpayment, default, the right to require repayment of your debt in full before the scheduled date, and prepayment penalty.

COMMERCIAL OR AGRICULTURAL USE CONTRACTS: If you purchased the vehicle for commercial or agricultural use, you must pay a late charge on the portion of each payment received more than 10 days late of 7.5 percent of the late amount or \$50.00, whichever is less.

Any change in this contract must be in writing and signed by you and the Creditor.

BUYER: Vicki Cox CO-BUYER:

NOTICE TO BUYER

Do not sign this contract before you read it or if it contains any blank spaces. You are entitled to an exact copy of the contract you sign.

You acknowledge receipt of a true and completely filled in copy of this contract, signed by both yourself and the seller, at the time of signing.

IMPORTANT: THIS MAY BE A BINDING CONTRACT AND YOU MAY LOSE ANY DEPOSITS IF YOU DO NOT PERFORM ACCORDING TO ITS TERMS.

Buyer Signs

(Co) Buyer Signs

By signing below, the Seller accepts this contract. If no other Assignee is named in a separate assignment attached to this contract, the Seller assigns it to Ford Motor Credit Company.

Seller Parkview Ford-Mercury, Inc. Title _____
FC 17622-SI Oct 00 (Previous editions may not be used.) SEE BACK FOR ADDITIONAL AGREEMENTS

QUESTIONS?

Ford Credit
PLEASE CALL US AT 1-800-727-7000
00-001

ORIGINAL

EXHIBIT B

A. Payments: You must make all payments when they are due. You may prepay your debt at any time without penalty. This is a simple interest contract. The actual finance charge you agree to pay will depend on your payment patterns. The actual finance charge may exceed the disclosed Finance Charge if you make your payments later than the scheduled dates or in less than the scheduled amount. Your payment will be applied first to the earned and unpaid part of the Finance Charge and then to the unpaid Amount Financed. The Finance Charge is earned by applying the Annual Percentage Rate to the unpaid Amount Financed for the actual time that the unpaid Amount Financed is outstanding.

B. Security Interest: You give the Creditor a security interest in:

1. The vehicle and all parts or other goods put on the vehicle;
2. All money or goods received for the vehicle; and
3. All insurance premiums and service contracts financed for you.

This secures payment of all amounts you owe under this contract. It also secures your other agreements in this contract.

C. Use of Vehicle — Warranties: You must take care of the vehicle and obey all laws in using it. You may not sell or rent the vehicle, and you must keep it free from the claims of others. You will not use or permit the use of the vehicle outside of the United States, except for up to 30 days in Canada or Mexico, without the prior written consent of the Creditor. If the vehicle is of a type normally used for personal use and the Creditor, or the vehicle's manufacturer, extends a written warranty or service contract covering the vehicle within 90 days from the date of this contract, you get implied warranties of merchantability and fitness for a particular purpose covering the vehicle. Otherwise, you understand and agree that there are no such implied warranties.

D. Insurance: You must insure yourself and the Creditor against loss or damage to the vehicle. The type and amount of insurance must be approved by the Creditor. If the Creditor obtains a refund on insurance or service contracts, the Creditor will subtract the refund from what you owe. Whether or not the vehicle is insured, you must pay for it if it is lost, damaged, or destroyed.

If a charge for vehicle insurance is shown on the front, the Creditor will try to buy the coverages checked for the term shown. The Creditor is not liable, though, if he cannot do so. If these coverages cost more than the amount shown for insurance, the Creditor may buy them for a shorter term or he may give you credit for the amount shown. If he cannot buy any insurance, he will give you credit for the amount shown. The credit will be made to the last payments due.

E. Late Payments: You must pay any cost paid by the Creditor to collect any late payment, as allowed by law. Acceptance of a late payment does not excuse your default or mean that you can keep making payments after they are due. The Creditor may take the steps set forth below if there is any default.

F. Default: You will be in default if:

1. You do not to make a payment when it is due; or
2. You gave false or misleading information on your credit application relating to this contract; or
3. Your vehicle is seized by any local, state, or federal authority and is not promptly and unconditionally returned to you; or
4. You file a bankruptcy petition or one if filed against you; or
5. You do not to keep any other promise in this contract.

If you default, the Creditor may require you to pay at once the unpaid Amount Financed, the earned and unpaid part of the Finance Charge, and all other amounts due under this contract. He may repossess (take back) the vehicle, too. He may also take goods found in the vehicle when repossessed and hold them for you.

If the vehicle is taken back, he will send you a notice. The notice will say that you may redeem (buy back) the vehicle. It will also show the amount needed to redeem. You may redeem the vehicle up to the time the Creditor sells it or agrees to sell it. If you do not redeem the vehicle, it will be sold.

The money from the sale, less allowed expenses, will be used to pay the amount still owed on this contract. Allowed expenses include those paid as a direct result of having to retake the vehicle, hold it, prepare it for sale, and sell it. You must also pay attorney fees not to exceed 15% of the amount due and payable under the contract, and court costs payable by Ford Credit to obtain, hold, and sell the vehicle, collect amounts due and enforce Holder's rights under the contract. If there is any money left (a surplus), it will be paid to you. If the money from the sale is not enough to pay off this contract and costs, you will pay what is still owed to the Creditor, if allowed by law. If you do not pay this amount when the Creditor asks, the Creditor may charge you interest at the highest lawful rate until you pay.

G. General: To contact Ford Motor Credit Company about this account, call 1-(800) 727-7000. Any change in this contract must be in writing and signed by you and the Creditor. The law of Minnesota applies to this contract. If that law does not allow all the agreements in this contract, the ones that are not allowed will be void. The rest of this contract will still be good.

FTC NOTICES

NOTICE — ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.*

Used Motor Vehicle Buyers Guide. If you are buying a used vehicle with this contract, federal regulations may require a special Buyers Guide to be displayed on the window of the vehicle. THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

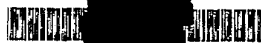
*Does not apply if purchased for commercial or agricultural use. In that case, you (debtor) will not assert against any assignee or subsequent holder of this Contract any claims, defenses, or setoffs which you may have against the Seller or manufacturer of the vehicle.

GUARANTY

To cause the Seller to sell the vehicle described on the front of this contract to the Buyer, on credit, each person who signs below as a "Guarantor" guarantees the payment of this contract. This means that if the Buyer fails to pay any money that is owed on this contract, each one who signs as a guarantor will pay it when asked. Each person who signs below agrees that he will be liable for the whole amount owed even if one or more other persons also signs this Guaranty. He also agrees to be liable even if the Creditor does one or more of the following: (a) gives the Buyer more time to pay one or more payments, or (b) gives a release in full or in part to any of the other Guarantors, or (c) releases any security. Each Guarantor also states that he has received a completed copy of this contract and this Guaranty at the time of signing.

Guarantor _____ Address _____

Guarantor _____ Address _____



Trade-In	BODY TYPE	Model No.	M.S.R.P.	Weight	Loan	Retail
2000 ECONOLINE E150-1/2 Ton-V8						
8250	Cargo Van	E14	\$20190	4690	7425	10350
9425	Wagon	E11	22445	5140	8500	11625
2000 ECONOLINE E250-3/4 Ton-V8						
8600	Cargo Van	E24	\$21220	5080	7750	10725
9300	Extended Cargo Van	S24	22065	5225	8375	11475
2000 ECONOLINE E350-1 Ton-V8						
9000	Super Duty Cargo Van	E34	\$23740	5340	8100	11150
10175	Super Duty Wagon	E31	25285	5872	9175	12425
9700	Super Duty Ext. Cargo Van	S34	24715	5485	8750	11925
11025	Super Duty Ext. Wagon	S31	26955	6186	9925	13425
ECONOLINE OPTIONS						
650	Add Chateau Trim			650	725	
550	Add XLT Trim			550	625	
475	Add 6.8L V10 Engine			475	550	
3375	Add 7.3L V8 Turbo Diesel Engine			3375	3600	
200	Add Aluminum/Alloy Wheels			200	225	
100	Add Compact Disc Player			100	125	
150	Add Power Seat			150	175	
225	Add Rear Air Conditioning			225	250	
125	Add Rear Bucket Seats			125	150	
625	Deduct V6 Engine			625	625	
150	Deduct W/out Cruise Control			150	150	
100	Deduct W/out Power Door Locks			100	100	
150	Deduct W/out Power Windows			150	150	
100	Deduct W/out Tilt Steering Wheel			100	100	
2000 RANGER PICKUP-1/2 Ton-V6						
4775	Styleside	R10*	\$11485	3068	4300	6500
4875	Styleside LB	R10*	11955	3121	4400	6625
5100	Flareside	R10*	11980	3068	4600	6850
6525	Styleside Supercab 2D	R14*	15145	3599	5875	8450
6975	Styleside Supercab 4D	R14*	15720		6300	8925
6850	Flareside Supercab 2D	R14*	15640	3540	6175	8800
7300	Flareside Supercab 4D	R14*	16215		6575	9300
450	Add XLT Trim				450	500
2250	Add 4 Wheel Drive				2250	2475
150	Add Aluminum/Alloy Wheels				150	175
75	Add Compact Disc Player				75	100
125	Add Cruise Control				125	150
75	Add Power Door Locks				75	100
125	Add Power Windows				125	150
75	Add Tilt Steering Wheel				75	100
575	Deduct 4 Cyl. Engine				575	575
525	Deduct W/out Air Conditioning				525	525
425	Deduct W/out Automatic Trans.				425	425
2000 F150 PICKUP-1/2 Ton-V8						
WS designates Work Truck						
6475	Styleside "WS" 6 3/4'	F17*	\$15285		5850	8400
6575	Styleside "WS" 8'	F17*	15575		5925	8500
7675	Styleside XL 6 3/4'	F17*	16220	3923	6925	9725
7775	Styleside XL 8'	F17*	16520		7000	9825
8225	Flareside XL 6 3/4'	F07*	17230		7425	10325
17475	Flareside Lightning 6 3/4'	F073	30255	4670	15750	20450

SEE TRUCK SECTION PAGE 2 FOR ADDITIONAL OPTIONS
MIDWEST EDITION - JULY 2004

Trade-In	BODY TYPE	Model No.	M.S.R.P.	Weight	Loan	Retail
9775	Styleside Supercab "WS" 6 3/4' X17*		17875	4205	8800	12000
9875	Styleside Supercab "WS" 8' X17*		18165		8900	12100
10975	Styleside Supercab XL 6 3/4' X17*		18905	4204	9900	13300
11075	Styleside Supercab XL 8' X17*		19205		9975	13475
11525	Flareside Supercab XL 8' X07*		19915		10375	13950
17175	Flareside Supercab Harley 6 3/4' X07		32995		15475	20150
2000 F250 SUPER DUTY PICKUP-3/4 Ton-V8						
11125	Styleside XL 8' F20*		\$19910	5260	10025	13525
13825	Styleside Supercab XL 6 3/4' X20*		22080		12450	16450
13925	Styleside Supercab XL 8' X20*		22280		12550	16550
15575	Styleside Crew Cab XL 6 3/4' W20*		23390	5490	14025	18300
15675	Styleside Crew Cab XL 8' W20*		23590		14125	18400
2000 F350 SUPER DUTY PICKUP-1 Ton-V8						
11925	Styleside XL 8' F30*		\$20365	5195	10750	14375
14625	Styleside Supercab XL 6 3/4' X30*		22870	5256	13175	17300
14725	Styleside Supercab XL 8' X30*		23070		13275	17400
16375	Styleside Crew Cab XL 6 3/4' W30*		24050	5604	14750	19150
16475	Styleside Crew Cab XL 8' W30*		24250		14850	19250
F SERIES PICKUP OPTIONS						
1050	Add Lariat Trim (XL)				1050	1175
575	Add XLT Trim (XL)				575	650
2200	Add 4 Wheel Drive				2200	2425
475	Add 6.8L V10 Engine				475	550
3375	Add 7.3L V8 Turbo Diesel Engine				3375	3600
750	Add 7700 Payload Pkg. (F150)				750	850
200	Add Aluminum/Alloy Wheels (Std. Lightning, Harley)				200	225
100	Add Compact Disc (Std. Lightning, Harley)				100	125
575	Add Dual Rear Wheels				575	650
350	Add Leather Seats (Std. Lightning, Harley)				350	400
150	Add Power Seat (Std. Lightning, Harley)				150	175
625	Deduct V6 Engine				625	625
575	Deduct W/out Air Conditioning				575	575
475	Deduct W/out Automatic Trans.				475	475
150	Deduct W/out Cruise Control				150	150
100	Deduct W/out Tilt Steering Wheel				100	100
FORD						
1999 EXPLORER-1/2 Ton-V6						
5125	Wagon 2D Sport	U22	\$20065	3680	4625	6875
6225	Wagon 4D	U32	21840	3876	5625	8125
6425	Wagon 2D Sport (4WD)	U24	22955	3903	5800	8325
7525	Wagon 4D (4WD/AWD)	U34/U35	23720	4113	6775	9550
1350	Add Eddie Bauer Trim				1350	1500
1500	Add Limited Trim				1500	1675
350	Add XLS Trim				350	400
550	Add XLT Trim				550	625
275	Add 5.0L V8 Engine				275	325
100	Add Aluminum/Alloy Wheels (4D)				100	125
50	Add Compact Disc Player				50	75
250	Add Leather Seats				250	300
100	Add MACH Stereo System				100	125
100	Add Power Seat				100	125
400	Add Power Sunroof				400	450
375	Deduct W/out Automatic Trans.				375	375

SEE TRUCK SECTION PAGE 2 FOR ADDITIONAL OPTIONS
MIDWEST EDITION - JULY 2004

EXHIBIT C

04-03238-0

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In Re:
Vicki J Cox

Debtor(s)


Case No. 04-44089
Chapter 7 Case

VERIFICATION FOR MOTION FOR RELIEF FROM STAY

I, Chester Marzec, the Designated Agent for Ford Motor Credit Company, the Creditor herein, declare under penalty of perjury that the following is true and correct according to the best of my knowledge, information and belief, and based on the Creditor's business records:

1. I am legally competent to testify and am personally familiar with the debt owed by Debtor to the Creditor on account number(s) 31561853.
2. The Debtor owes the Creditor \$11,069.68, payoff amount as of September 27, 2004, plus accrued unpaid interest thereon since that date. The monthly loan payment is \$334.52. As of September 27, 2004, the loan payments are in arrears \$699.04 for payments owing since August 12, 2004.
3. The debt owed to the Creditor is secured by a perfected lien on a 2000 FORD RANGER SUPERCAB 4WD vehicle. The current value of the collateral is believed to be \$10,925.00.
4. True and correct copies of the title documents are attached to the Motion as Exhibit "A". True and correct copies of the loan documents are attached as Exhibit "B".

Dated: 9-28-04


Chester Marzec
Ford Motor Credit Company
National Bankruptcy Svc Center
PO Box 537950
Livonia, MI 48153-7950

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In Re:

Case No. 04-44089

Vicki J Cox

Debtor(s)

Chapter 7 Case

MEMORANDUM OF FACT AND LAW

Ford Motor Credit Company ("Movant") submits this Memorandum of Fact and Law in support of its motion for relief from the stay.

FACTS

Movant is the holder of a secured claim, and is thus a party in interest. Movant has a valid and perfected security interest in the collateral. The collateral is in the possession of the Debtor.

The total net balance due on the Contract is \$11,069.68 as of September 27, 2004. On information and belief, the collateral has a current NADA retail value of \$10,925.00. A copy of the NADA page(s) showing the value of the collateral is attached as Exhibit "C".

Movant's collateral is subject to depreciation in that the collateral is being used, subjecting the same to wear and tear, while Debtor is failing to make payments.

ARGUMENT

Pursuant to 11 U.S.C. §362(d)(1), a creditor is entitled to relief from the automatic stay "for cause, including the lack of adequate protection of an interest in property of such creditor." In this case, there is a lack of adequate protection as follows:

- Failure to make the payments required by the Contract since August 12, 2004.
- Failure to make payments due post petition under the Contract.
- Failure to reaffirm, redeem or surrender the collateral.

Movant has not been provided with adequate protection of Movant's interest in the collateral. Such circumstances constitute cause, within the meaning of §362(d)(1), justifying relief from the stay.

See, United States Association of Texas v. Timbers of Inwood Association, Ltd. (In re Timbers of Inwood Association, Ltd.), 484 U.S. 365, 108 S.Ct. 626, 98 L.Ed. 2d 740 (1988); In re Reinbold v. Dewey County Bank, 942 F.2d 1304, 1306 (8th Cir. 1991). Pursuant to 11 U.S.C. §362(g), the burden is on the Debtor to prove adequate protection and/or absence of cause.

Pursuant to 11 U.S.C. §362(d)(2), relief from the automatic stay is also appropriate if the Debtor has no equity in the property and the property is not necessary to an effective reorganization. See, In re Gellert, 55 B.R. 970 (Bkrtcy. D.N.H. 1983). In the present case, the balance due Movant on the Contract is \$11,069.68. It appears Debtor has no equity in the collateral. No evidentiary hearing is required on the issue of equity unless Debtors dispute it. Powers v. American Honda Finance Corp., 216 B.R. 95, 97 (N.D.N.Y. 1997). There is no reorganization proposed by the Debtor in this Chapter 7 case. Pursuant to 11 U.S.C. §362(g), the burden is on Debtor to establish that collateral is necessary for reorganization.

Bankruptcy Rule 4001(a)(3) imposes a stay of 10 days which the court may, in its discretion, order is not applicable so that Movant may immediately enforce and implement the order granting relief. Advisory Committee Notes to 1999 Amendments to Bankruptcy Rule 4001.

Dated: October 1, 2004

STEWART, ZLIMEN & JUNGERS, LTD.

/s/ Linda Jeanne Jungers

Linda Jeanne Jungers, Atty ID #5303X

Attorneys for Movant

430 Oak Grove Street #200

Minneapolis, MN 55403

612-870-4100

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In Re:

Case No. 04-44089

Vicki J Cox

Debtor(s)

Chapter 7 Case

UNSWORN CERTIFICATE OF SERVICE

I, Linda Jeanne Jungers, declare under penalty of perjury that on October 4, 2004, I mailed copies of the attached Notice of Hearing and Motion for Relief from the Stay with Exhibits, Verification, Memorandum of Fact and Law, Certificate of Service, and proposed Order, by first class mail postage prepaid to each entity named below at the address stated below for each entity.

Vicki J Cox
211 2nd Street
PO Box 138
Milan, MN 56262

William Spooner
FRAUENSHUH & SPOONER PA
113 Washburne Ave
Paynesville, MN 56362

Terri A Georgen-Running
Bankruptcy Trustee
PO Box 16355
St Paul, MN 55116

U.S. Trustee
1015 U.S. Courthouse
300 South 4th Street
Minneapolis, MN 55415

Executed on: October 4, 2004

Signed: /e/Linda Jeanne Jungers
Linda Jeanne Jungers
STEWART, ZLIMEN & JUNGERS
430 Oak Grove Street, #200
Minneapolis, MN 55403

04-03238-0

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In Re:

Case No. 04-44089

Vicki J Cox

Debtor(s)

Chapter 7 Case

ORDER FOR RELIEF FROM THE STAY

Ford Motor Credit Company's Motion for an order granting relief from the stay came before the Court on October 28, 2004 at 2:00 PM o'clock.

Based on the arguments of counsel, all the files, records and proceedings herein, the court being advised in the premises, and the court's findings of fact and conclusions of law, if any, having been stated orally and read in open court following the close of evidence,

IT IS HEREBY ORDERED:

1. The automatic stay is modified to permit Ford Motor Credit Company to repossess and sell the 2000 FORD RANGER SUPERCAB 4WD vehicle, VIN 1FTZR15V0YPC05702, in accordance with applicable state law.
2. Notwithstanding Federal Rule of Bankruptcy Procedure 4001(a)(3), this Order is effective immediately.

Dated: _____

United States Bankruptcy Judge